

<i>SERFF Tracking Number:</i>	<i>SAMM-125495310</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>State Auto Property and Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SAC-GL-2008-74</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>EPLI Forms 2008</i>		
<i>Project Name/Number:</i>	<i>EPLI Forms 2008/SAC-GL-2008-74</i>		

## Filing at a Glance

Companies: State Auto Property and Casualty Insurance Company, State Automobile Mutual Insurance Company		
Product Name: EPLI Forms 2008	SERFF Tr Num: SAMM-125495310	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0001 Commercial General Liability Co	Tr Num: SAC-GL-2008-74	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Francine Williams	Disposition Date: 03/27/2008
	Date Submitted: 03/17/2008	Disposition Status: Approved
Effective Date Requested (New): 05/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 05/01/2008		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: EPLI Forms 2008	Status of Filing in Domicile: Pending
Project Number: SAC-GL-2008-74	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/27/2008	
State Status Changed: 03/20/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Background:	

Our original Employment Practices Liability filing, which is our current filing, was done in 1996 for most states; as we became active in new states, we made our filings at the time of entry. We have not, to this date, made any subsequent rate, rule or form filings. This program is supported by a reinsurance carrier who also supports most regional carrier's employment practices liability programs. As a result, with more data about risk types and losses, we are able to update

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<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
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our policy forms and adopt a newer rating methodology.

## Summary of Proposed Changes

Since offering employment practices liability in 1996, we have written only 36 policies in total among all of our operating states. We would like to update our coverage form and rates to be responsive to our commercial insureds and provide more of this valuable coverage.

We estimate the impact of this filing on our current EPLI policyholders to be -24.3%, and on our overall General Liability book of business to be 0%.

Forms: The proposed forms do not reflect dramatic changes, but rather updates due to references to current employment law. The form remains a claims-made, defense within limit form. Reference to a coinsurance provision has been eliminated, and a provision requiring consent from the insured to settle has been added. This consent to settle provision is common in professional and directors and officers coverage as well as the employment practices liability forms in the marketplace. The state amendatory endorsement has also been updated, where applicable, to reflect the current requirements of the state.

## Company and Contact

### Filing Contact Information

Francine Williams, State Regulatory Analyst I	francine.williams@stateauto.com
State Auto Insurance Companies	(800) 444-9950 [Phone]
Columbus, OH 43215	(614) 887-1583[FAX]

### Filing Company Information

State Auto Property and Casualty Insurance Company	CoCode: 25127	State of Domicile: Iowa
1300 Woodland Avenue	Group Code: 175	Company Type: Property and Casualty
P. O. Box 66150		
West Des Moines, IA 50265-0150	Group Name:	State ID Number:
(614) 464-5000 ext. [Phone]	FEIN Number: 57-6010814	

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Company, ...  
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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: EPLI Forms 2008  
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State Automobile Mutual Insurance Company CoCode: 25135 State of Domicile: Ohio  
518 East Broad Street Group Code: 175 Company Type: Property and  
Casualty  
P. O. Box 182822  
Columbus, OH 43215 Group Name: State ID Number:  
(614) 464-5000 ext. [Phone] FEIN Number: 31-4316080  
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SERFF Tracking Number: SAMM-125495310 State: Arkansas

First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? Yes

Fee Explanation: \$50.00 each group filing.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Auto Property and Casualty Insurance Company	\$0.00	03/17/2008	
State Automobile Mutual Insurance Company	\$50.00	03/17/2008	18709398

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Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/27/2008	03/27/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	03/20/2008	03/20/2008	Francine Williams	03/25/2008	03/25/2008

SERFF Tracking Number: SAMM-125495310 State: Arkansas  
First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...  
Company Tracking Number: SAC-GL-2008-74  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: EPLI Forms 2008  
Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Disposition

Disposition Date: 03/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b> (revised)	Additional Supporting Documentation	Approved	Yes
<b>Supporting Document</b>	Additional Supporting Documentation	Approved	Yes
<b>Form</b>	Supplemental Extended Reporting Period Endorsement (12 mos.)	Approved	Yes
<b>Form</b>	Supplemental Extended Reporting Period Endorsement (36 mos.)	Approved	Yes
<b>Form</b> (revised)	Exclusion - Class Action Suit(s)	Approved	Yes
<b>Form</b>	Exclusion - Class Action Suit(s)	Approved	Yes
<b>Form</b>	Exclusion - Reorganization, Downsizing and Plant Closings	Approved	Yes
<b>Form</b>	Exclusion - Specific Organization(s)	Approved	Yes
<b>Form</b>	Known Incident Exclusion - Specific Incident	Approved	Yes
<b>Form</b>	Known Incident Exclusion - Named Individual	Approved	Yes
<b>Form</b>	Known Incident Exclusion - Named Event	Approved	Yes
<b>Form</b>	Amendment of Coverage - Injury to Independent Contractors	Approved	Yes
<b>Form</b>	Amendment of Coverage - Failure to Grant Tenure	Approved	Yes
<b>Form</b>	Amendment: Duties In Event of Employment Practices Or Claims	Approved	Yes
<b>Form</b>	Amendment of Coverage - Failure to Grant Partnership	Approved	Yes
<b>Form</b>	Prior Acts Coverage Endorsement	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Application	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Renewal Application	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Supplement Application	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Mini Application	Approved	Yes

SERFF Tracking Number: SAMM-125495310 State: Arkansas  
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 Company, ...  
 Company Tracking Number: SAC-GL-2008-74  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: EPLI Forms 2008  
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<b>Form</b>	Common Policy Jacket	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Coverage	Approved	Yes
<b>Form</b>	Employment Practices Liability insurance Coverage Declarations	Approved	Yes
<b>Form</b>	Employment Practices Liability Insurance Policy Declarations	Approved	Yes
<b>Form</b>	Arkansas Changes - Cancellation and Nonrenewal	Approved	Yes



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Company Tracking Number:	SAC-GL-2008-74		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	EPLI Forms 2008		
Project Name/Number:	EPLI Forms 2008/SAC-GL-2008-74		

# Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/20/2008
Submitted Date	03/20/2008
Respond By Date	
Dear Francine Williams,	

This will acknowledge receipt of the captioned filing.

With reference to Form EP 21 01 05 05, you may not exclude a covered claim because it becomes part of a class action suit. Please withdraw.

The remainder of the filing is ready to be approved.

Please feel free to contact me if you have questions.  
Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/25/2008
Submitted Date	03/25/2008

Dear Edith Roberts,

**Comments:**

### Response 1

Comments: We are withdrawing form EP 21 01 05 05, Exclusion - Class Action Suit(s), at your request.

The revised Exhibit I excluding EP 21 01 05 05 is attached.

### Changed Items:

## Supporting Document Schedule Item Changes

SERFF Tracking Number: SAMM-125495310 State: Arkansas

First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

Satisfied -Name: Additional Supporting Documentation

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Exclusion - Class Action Suit(s)	EP 21 01	05 05	Endorsement/Amendment/Conditions	Withdrawn		0	
<b>Previous Version</b>							
Exclusion - Class Action Suit(s)	EP 21 01	05 05	Endorsement/Amendment/Conditions	New		0	EP 21 01 05 05.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
Francine Williams

SERFF Tracking Number: SAMM-125495310 State: Arkansas

First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplemental Extended Reporting Period Endorsement (12 mos.)	EP 03 30	05 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EP-145 12 96 Previous Filing #:		EP 03 30 05 05.pdf
Approved	Supplemental Extended Reporting Period Endorsement (36 mos.)	EP 03 31	05 05	Endorsement/Amendment/Conditions		0.00	EP 03 31 05 05.pdf
Approved	Exclusion - Class Action Suit(s)	EP 21 01	05 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		
Approved	Exclusion - Reorganization, Downsizing and Plant Closings	EP 21 02	05 05	Endorsement/Amendment/Conditions		0.00	EP 21 02 05 05.pdf
Approved	Exclusion - Specific Organization(s)	EP 21 03	05 05	Endorsement/Amendment/Conditions		0.00	EP 21 03 05 05.pdf
Approved	Known Incident Exclusion - Specific Incident	EP 21 04	05 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EP-142 11 96 Previous Filing #:		EP 21 04 05 05.pdf
Approved	Known Incident Exclusion - Named Individual	EP 21 05	05 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EP-143 11 96 Previous Filing #:		EP 21 05 05 05.pdf
Approved	Known Incident Exclusion -	EP 21 06	05 05	Endorsement/Amendment	Replaced Form #:0.00 EP-144 11 96		EP 21 06 05 05.pdf

SERFF Tracking Number: SAMM-125495310 State: Arkansas

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Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

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Named Event			ent/Condi tions	Previous Filing #:	
Approved	Amendment of Coverage - Injury to Independent Contractors	EP 24 02 05 05	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 24 02 05 05.pdf
Approved	Amendment of Coverage - Failure to Grant Tenure	EP 24 03 05 05	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 24 03 05 05.pdf
Approved	Amendment: Duties In Event of Employment Practices Or Claims	EP 24 04 05 05	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 24 04 05 05.pdf
Approved	Amendment of Coverage - Failure to Grant Partnership	EP 24 06 05 05	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 24 06 05 05.pdf
Approved	Prior Acts Coverage Endorsement	EP 24 10 10 06	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 24 10 10 06.pdf
Approved	Employment Practices Liability Insurance Application	EP 40 00 05 06	Application/ New Binder/Enro llment	0.00	EP 40 00 05 06.pdf
Approved	Employment Practices Liability Insurance Renewal Application	EP 40 01 05 06	Application/ New Binder/Enro llment	0.00	EP 40 01 05 06.pdf
Approved	Employment Practices Liability Insurance Supplement Application	EP 40 02 05 06	Application/ New Binder/Enro llment	0.00	EP 40 02 05 06.pdf

SERFF Tracking Number: SAMM-125495310 State: Arkansas

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Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

Approved	Employment Practices Liability Insurance Mini Application	EP 40 03 05 06	Application/ New Binder/Enrollment	0.00	EP 40 03 05 06.pdf
Approved	Common Policy Jacket	SI 10 08 01 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 EP-102 07 96 Previous Filing #:	SI 10 08 01 07.pdf
Approved	Employment Practices Liability Insurance Coverage	EP 00 01 01 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EP-100 07 96 Previous Filing #:	EP 00 01 01 07.pdf
Approved	Employment Practices Liability insurance Coverage Declarations	SL 50 12 02 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 EP-101 07 96 Previous Filing #:	SL 50 12 02 08.pdf
Approved	Employment Practices Liability Insurance Policy Declarations	SL 50 13 02 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 EP-101 07 96 Previous Filing #:	SL 50 13 02 08.pdf
Approved	Arkansas Changes - Cancellation and Nonrenewal	EP 01 03 01 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EP-106 11 96 Previous Filing #:	EP 01 03 01 07 - Arkansas.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

- A. A **Supplemental Extended Reporting Period** is provided for a twelve (12) month duration, as described in **SECTION VI - EXTENDED REPORTING PERIODS**.
- B. A **Supplemental Extended Reporting Period Aggregate Limit** applies, as set forth in Paragraph C. of this endorsement, to "claims" first received and recorded during the **Supplemental Extended Reporting Period**. This limit is equal to the Aggregate Limit stated in the declarations, for **Employment Practices Liability Insurance Coverage** in effect at the end of the policy period.
- C. The following is added to Paragraph 1., **SECTION III - Limits of Insurance**:  
However, the Aggregate Limit does not apply to "claims" first received and recorded during the supplemental extended reporting period.  
The **Supplemental Extended Reporting Period Aggregate Limit** is the most we will pay for "damages" because of "wrongful acts" for claims first received and recorded during the **Supplemental Extended Reporting Period**.
- D. The **Other Insurance Condition** in Paragraph 8., **SECTION V - CONDITIONS**, is deleted and replaced by the following:  
If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this **Policy (Coverage)**, our obligations are limited as follows:
1. As this insurance is primary insurance, other than when 2. below applies, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.
  2. Insurance provided under any **Supplemental Extended Reporting Period Endorsement** is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the **Supplemental Extended Reporting Period** begins.
  3. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.  
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
  4. This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VI**, is paid when due. If that premium is paid when due, this endorsement may not be canceled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

- A. A **Supplemental Extended Reporting Period** is provided for a thirty-six (36) month duration, as described in **SECTION VI - EXTENDED REPORTING PERIODS**.
- B. A **Supplemental Extended Reporting Period Aggregate Limit** applies, as set forth in Paragraph C. of this endorsement, to "claims" first received and recorded during the **Supplemental Extended Reporting Period**. This limit is equal to the Aggregate Limit stated in the declarations, for **Employment Practices Liability Insurance Coverage** in effect at the end of the policy period.
- C. The following is added to Paragraph 1., **SECTION III - Limits of Insurance**:  
However, the Aggregate Limit does not apply to "claims" first received and recorded during the supplemental extended reporting period.  
The **Supplemental Extended Reporting Period Aggregate Limit** is the most we will pay for "damages" because of "wrongful acts" for claims first received and recorded during the **Supplemental Extended Reporting Period**.
- D. The **Other Insurance Condition** in Paragraph 8., **SECTION V - CONDITIONS**, is deleted and replaced by the following:  
If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this **Policy (Coverage)**, our obligations are limited as follows:
1. As this insurance is primary insurance, other than when 2. below applies, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.
  2. Insurance provided under any **Supplemental Extended Reporting Period Endorsement** is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the **Supplemental Extended Reporting Period** begins.
  3. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.  
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
  4. This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VI**, is paid when due. If that premium is paid when due, this endorsement may not be canceled.



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## **EXCLUSION - REORGANIZATION, DOWNSIZING AND PLANT CLOSINGS**

This endorsement modifies insurance provided under the following:

### **EMPLOYMENT PRACTICES LIABILITY INSURANCE**

#### **SCHEDULE**

\_\_\_\_\_ Percent of your "employees", "leased workers" and "temporary workers" combined  
at one plant or business location.

\_\_\_\_\_ Days.

This insurance does not apply to "claims" arising directly or indirectly from "employment practices" committed when or after you reorganize, downsize your operations, or close one or more of your plants or places of business operations. This exclusion will be deemed to apply when you terminate or lay off more than the percentage of your "employees", "leased workers" and "temporary workers" combined shown in the Schedule above at any plant or place of business operations within the period of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - SPECIFIC ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

**SCHEDULE**

**Organization(s):**

When attached to the Policy at issuance, the above organization(s) will not be insured under this insurance.

When issued during the policy period, Paragraph **4.** of WHO IS AN INSURED (**SECTION III**) shall not apply to the organization(s) shown in the Schedule above.

**EP 21 03 05 05 Page 1 of 1**

\*//\*\*EP 21 03 05 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN INCIDENT EXCLUSION - SPECIFIC INCIDENT**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

In consideration of the premium charged, it is agreed that this insurance does not apply to any "claim(s)" arising directly or indirectly from any actual or alleged "employment practice(s)" against any insured for the following:

**EP 21 04 05 05 Page 1 of 1**

\*// \*EP 21 04 05 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN INCIDENT EXCLUSION - NAMED INDIVIDUAL**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

In consideration of the premium charged, it is agreed that this insurance does not apply to any "claim(s)" arising directly or indirectly from any actual or alleged "employment practice(s)" against any insured arising from the actions of

toward any other employee.

**EP 21 05 05 05 Page 1 of 1**

\*// \*EP 21 05 05 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN INCIDENT EXCLUSION - NAMED EVENT**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

In consideration of the premium charged, it is agreed that this insurance does not apply to any "claim(s)" arising directly or indirectly from any actual or alleged "employment practice(s)" which relate to the following event or series of events:

**EP 21 06 05 05 Page 1 of 1**

\*// \*EP 21 06 05 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR INJURY TO INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE

1. Under SECTION VII - DEFINITIONS - In definition 2. Claim, Paragraph a. is deleted and replaced by the following:
  - a. Any "employee", "leased worker", "temporary worker", former "employee", applicant for employment by you, independent contractor of yours or employee of an independent contractor of yours while acting within the scope of such employment; or
2. Under SECTION VII - DEFINITIONS - the first clause of definition 7. "Employment Practices" - is deleted and replaced by the following:

"Employment Practices" means any of the following actual or alleged practices (i) which are directed against any of your "employees", "leased workers", "temporary workers", former "employees", applicants for employment by you, independent contractors of yours or employees of independent contractors of yours while acting within the scope of such employment and (ii) for which remedy is sought under any civil employment law, whether such law is common law or a federal, state or local statute:
3. Under SECTION I - COVERAGE: EMPLOYMENT PRACTICES LIABILITY COVERAGE - subparagraph b. (1) of paragraph 1. Insuring Agreement is deleted and replaced by the following:
  - 1) The "damages" result from "claims" made by "employees", "leased workers", "temporary workers", former "employees", and applicants for employment with you, independent contractors of yours or employees of an independent contractor of yours while acting within the scope of such employment;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR INJURY ARISING OUT OF FAILURE TO GRANT TENURE

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE

Under SECTION VII - DEFINITIONS item 7. "Employment practices" - subparagraph **b.** is deleted and replaced by the following:

- b.** Wrongful failure to promote, wrongful deprivation of career opportunity or wrongful failure to grant tenure.

EP 24 03 05 05 Page 1 of 1

\*// \*EP 24 03 05 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT: DUTIES IN EVENT OF "EMPLOYMENT PRACTICES" OR "CLAIMS"**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

Under **Section V - CONDITIONS** condition **4. Duties in Event of "Employment Practices" or "Claims"** is amended by adding paragraph **d.** below:

- d.** Your obligation to notify us as required in **a.** and **b.** above will be deemed to have been satisfied when any person named below receives knowledge of such "employment practice" or "claim" and written notice is sent to us as soon as practicable thereafter.

**Person(s) Responsible For Notifying Us of  
"Employment Practices" or "Claims":**



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR FAILURE TO GRANT PARTNERSHIP

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE

Under **SECTION VII - DEFINITIONS** item 7. **"employment practices"** is amended to include the following:

- h. Wrongful failure to grant partnership status to a qualified "employee".

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\*// \*EP 24 06 05 05

## ENDORSEMENT

### PRIOR ACTS COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### EMPLOYMENT PRACTICES LIABILITY INSURANCE

- A. Under **SECTION VII - DEFINITIONS** - the following definition is added:  
"Prior acts period" means the period of time between the Prior Acts Date shown on the Declarations and the Retroactive Date shown on the Declarations.
- B. Paragraph 1.b.(3) of the Insuring Agreement is amended as follows to include Prior Acts:  
(3) Such "employment practices" occurred:  
(a) After the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; or  
(b) During the "prior acts period", if any; and
- C. Paragraph 2. of **SECTION VI - EXTENDED REPORTING PERIODS** - is amended to include the following additional sentence:  
Extended Reporting Periods also apply to "employment practices" committed during the "prior acts period", if any.
- D. **SECTION III - LIMITS OF INSURANCE** - is revised by amending paragraph 3. to read as shown below and adding additional paragraphs 4., 5. and 6. as follows:
3. In addition to the payments for "damages" and "defense expense" in paragraphs 1. and 2. above and in paragraphs 4. and 5. below, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs 1. and 2. above and paragraphs 4. and 5. below.
4. Subject to paragraph 1. above, the Amount of Insurance stated as Prior Acts Aggregate Limit on the Coverage Declarations is the most we will pay for the sum of:  
a. "Damages" for all "claims" arising out of any actual or alleged "employment practices" covered by this insurance; and  
b. "Defense expense" for all "claims" seeking "damages" payable under paragraph a. above; arising out of "employment practices" committed during the "prior acts period", if any.  
Each payment we make for such "damages" or "defense expenses" reduces the Prior Acts Aggregate Limit by the amount of the payment.  
This reduced limit will then be the Amount of Insurance available for further "damages" and "defense expenses" under this Coverage for "employment practices" committed during the "prior acts period".
5. Paragraph 2. above does not apply to "damages" or "defense expense" arising out of "employment practices" committed during the "prior acts period", if any. Subject to paragraph 4. above, the Amount of Insurance stated as the Prior Acts Each "Claim" Limit of Insurance is the most we will pay in excess of the Deductible as further described in **SECTION IV - DEDUCTIBLE** for the sum of:  
a. "Damages" for injury arising from "employment practices" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and  
b. "Defense expense" associated with that specific "claim" in item 5.a. immediately preceding; arising out of "employment practices" committed during the "prior acts period", if any.
6. When an "interrelated" series of "employment practices" by one or more insureds includes "employment practices" committed during the "prior acts period", then that entire "interrelated" series of "employment practices" shall be subject to one Prior Acts Each "Claim" Limit of Insurance as described in paragraph 5. above. Paragraph 2. above does not apply to such series of "employment practices".

## EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

### I. CORPORATE HISTORY

1. Describe the firm's operations:

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2. Number of years in business? \_\_\_\_\_

3. Does the organization have any contracts with or receive financial assistance from the Federal Government or any agency thereof? **Y** \_\_\_\_\_ **N** \_\_\_\_\_  
 If yes, provide details on the Supplemental Insurance Application.

### II. EMPLOYEES

4. a. By state, please list the total number of locations and employees, broken down by Full Time employees (FT), Part Time employees\* (PT), Temporary/Leased workers (TL) And Independent Contractors\*\* (IC), for each of the last three years:

Current Year						Prior Year						2 Years Ago							
State	Number of Locations by State	Employees				State	Number of Locations by State	Employees				State	Number of Locations by State	Employees					
		# FT	# PT	# TL	# IC			# FT	# PT	# TL	# IC			# FT	# PT	# TL	# IC		

\* Defined as employees working less than 32 hours per week/1600 hours per year.

\*\* independent Contractors are not covered as insured, but they can be claimants under the basic policy, so their use must be reported. If you desire coverage as an insured, please use the Supplemental Insurance Application.

b. If you wish to include coverage by endorsement for Independent Contractors, please indicate by answering "Yes." **Y** \_\_\_\_\_ **N** \_\_\_\_\_

5. Total number of employees and other workers for each of the last three years, all states combined:

	Current Year	Previous Year	2 Years Ago
Full Time Employees:	_____	_____	_____
* Part Time Employees:	_____	_____	_____
Temporary/Leased workers:	_____	_____	_____
**Independent Contractors:	_____	_____	_____
	_____ %	_____ %	_____ %

\* Defined as employees working less than 32 hours per week/1600 hours per year.

\*\* Independent Contractors are not covered as insureds, but they can be claimants, so their use must be reported. If you desire coverage as an insured, please use the Supplemental Insurance Application.

6. Percent of workforce that are union members:  
 Current Year: \_\_\_\_\_ Previous Year: \_\_\_\_\_ 2 Years Ago: \_\_\_\_\_

7. Breakdown of current Full Time employees by their total cash compensation (salary + bonus):

Salary Ranges	# of Employees	% of total
\$30,000 or less per year	_____	_____
\$30,001-\$100,000 per year	_____	_____
Over \$100,000 per year	_____	_____

8. a. Have you had any plant, facility, branch or office closings, consolidations, layoffs or staff reductions (greater than 10% of the workforce), mergers or acquisitions within the past 24 months? **Y**\_\_\_\_ **N**\_\_\_\_  
 If yes, provide details on the Supplemental Insurance Application.

b. Do you anticipate any of the above within the next 12 months? **Y**\_\_\_\_ **N**\_\_\_\_  
 If yes, provide details on the Supplemental Insurance Application.

9. Total number of employer-initiated terminations of Full-Time and Part-Time employees (Involuntary Turnover):  
 Current Year: \_\_\_\_\_ Last Year: \_\_\_\_\_ 2 Years Ago: \_\_\_\_\_

10. Number of Full Time and Part Time employees terminating employment during the year divided by the total at the start of the year (Voluntary Turnover):  
 Current Year: \_\_\_\_\_% Last Year: \_\_\_\_\_% 2 Years Ago: \_\_\_\_\_%

### III. LOSS HISTORY

11. Within the last five years, has the company or any individual proposed for this insurance:  
 a. received any employment-related inquiry, complaint or charge from any municipal, state, or federal regulatory authority or any other governmental entity? **Y**\_\_\_\_ **N**\_\_\_\_  
 b. had a claim, suit, grievance, or demand brought against them? **Y**\_\_\_\_ **N**\_\_\_\_  
 If yes to either, please provide details on the Supplemental Insurance Application.

12. Are you aware of any facts, incidents, or circumstances that may result in a claim(s) being made against you? **Y**\_\_\_\_ **N**\_\_\_\_  
 If yes, provide details on the Supplemental Insurance Application.

**THE APPLICANT UNDERSTANDS AND AGREES THAT IF ANY FACTS, INCIDENTS, OR CIRCUMSTANCES EXIST WHICH MAY REASONABLY GIVE RISE TO A CLAIM UNDER THIS PROPOSED POLICY, THEN ANY CLAIMS ARISING FROM SUCH FACTS, INCIDENTS, OR CIRCUMSTANCES ARE EXCLUDED FROM COVERAGE THEREUNDER. FAILURE TO DISCLOSE SUCH KNOWN FACTS, INCIDENTS OR CIRCUMSTANCES HERE WILL VOID THE PROPOSED POLICY IN ITS ENTIRETY.**

### IV. HUMAN RESOURCES FUNCTION

13. a. Who is responsible for the Human Resources or Personnel functions?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

b. Who is designated to handle all employment-related incidents?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

14. Do you make use of any of the following tests to screen employment applicants, to promote employees, or for the purpose of continuing employment?

a. Psychological or personality tests? **Y**\_\_\_\_ **N**\_\_\_\_

b. Drug or alcohol tests? **Y**\_\_\_\_ **N**\_\_\_\_

c. Pre-employment offer medical tests? **Y**\_\_\_\_ **N**\_\_\_\_

If yes, provide details on the Supplemental Insurance Application.

**V. INSURANCE INFORMATION**

15. Do you currently carry EPLI? Y\_\_ N\_\_

If yes, please provide:

Insurer: \_\_\_\_\_

Limit: \_\_\_\_\_ (per claim/aggregate)

Policy Period: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Deductible: \_\_\_\_\_

Co-Insurance Amount: \_\_\_\_\_

Premium: \_\_\_\_\_

16. Has any insurer ever canceled or non-renewed this type of coverage? Y\_\_ N\_\_

If yes, provide details on the Supplemental Insurance Application.

17. Current GL carrier? \_\_\_\_\_ Limit of liability? \_\_\_\_\_

18. Check desired limits of liability (per claim/aggregate):

\$250,000/\$250,000 \_\_\_\_\_ \$500,000/\$500,000 \_\_\_\_\_ \$1,000,000/\$1,000,000 \_\_\_\_\_ Other: \_\_\_\_\_

19. Check desired:

a. Deductible (per claim):

\_\_\_\_\_ \$5,000 (min.) \_\_\_\_\_ \$10,000 \_\_\_\_\_ \$15,000 \_\_\_\_\_ \$20,000 \_\_\_\_\_ \$25,000

b. Co-insurance retention\* (per claim) (where available): \_\_\_\_\_ 0% \_\_\_\_\_ 5% \_\_\_\_\_ 10%

\* This co-insurance retention by you may be subject to a dollar limitation as low as \$25,000.

Check with the company for details.

**VI. RISK MANAGEMENT PRACTICES**

20. a. Have all your employment-related policies and procedures been reviewed and approved by outside counsel?

Y\_\_ N\_\_

If yes, when? \_\_\_\_\_

By whom? Firm: \_\_\_\_\_ Attorney: \_\_\_\_\_

b. Have all recommendations from that review been implemented? Y\_\_ N\_\_

If no, explain or provide timeframe for implementation on the Supplemental Insurance Application.

21. Do you use an employment application during your hiring process? Y\_\_ N\_\_

If yes, does it contain:

a. an employment-at-will statement? Y\_\_ N\_\_

b. authorization to check references and criminal conviction records? Y\_\_ N\_\_

c. the applicant's signature attesting that all representations are true? Y\_\_ N\_\_

d. an equal employment opportunity statement? Y\_\_ N\_\_

22. Do you distribute an Employee Handbook to your employees? Y\_\_ N\_\_

If yes, does it contain:

a. an employment-at-will statement? Y\_\_ N\_\_

b. a written equal employment opportunity statement? Y\_\_ N\_\_

c. a written sexual harassment and other harassment policies? Y\_\_ N\_\_

d. a written internal complaint procedure for discrimination and sexual harassment claims? Y\_\_ N\_\_

If no, do you have written policies on all of the above that are distributed separately? Y\_\_ N\_\_

Specify any that are not.

23. Do you have a progressive disciplinary program? Y\_\_ N\_\_

If yes, has it been distributed to supervisors in writing? Y\_\_ N\_\_

24. Do you post, in places conspicuous to all employees and applicants for employment, all notices required by law? Y\_\_ N\_\_

25. When requested by employees, do you distribute information as required by federal law regarding the Family Medical Leave Act? Y\_\_ N\_\_
26. Do you require that all employment terminations be reviewed by the personnel having human resources responsibilities? Y\_\_ N\_\_
27. Have you informed supervisory personnel, in writing, of their responsibility to provide you with prompt notice of any claims, incidents or allegations? Y\_\_ N\_\_
28. Do you provide training to your employees on any of the following employment practice topics?
- |                                     |         |
|-------------------------------------|---------|
| - Sexual Harassment                 | Y__ N__ |
| - Discrimination                    | Y__ N__ |
| - Americans with Disabilities Act   | Y__ N__ |
| - Family Medical Leave Act          | Y__ N__ |
| - Reporting Incidents of Complaints | Y__ N__ |

**II. ADDITIONAL INFORMATION** - Please attach each of the following, if they exist:

- Employee Handbook
- Employee grievance, disciplinary, termination and out-placement procedures
- Employment Application Form(s)
- Equal Employment Opportunity and Discrimination and Sexual Harassment Policy, Discrimination and Sexual Harassment Policy
- Separation Agreement Form

THE UNDERSIGNED REPRESENTS TO THE BEST OF HIS OR HER BELIEF AND KNOWLEDGE, AFTER REASONABLE INQUIRY AND DUE DILIGENCE, THE STATEMENTS SET FORTH IN THIS APPLICATION AND ANY SUPPLEMENTS THERETO ARE TRUE AND CORRECT.

THE UNDERSIGNED FURTHER DECLARES THAT ANY CLAIM, INCIDENT OR EVENT TAKING PLACE PRIOR TO THE EFFECTIVE DATE OF THE INSURANCE APPLIED FOR WHICH MAY RENDER INACCURATE, UNTRUE, OR INCOMPLETE ANY STATEMENT MADE WILL IMMEDIATELY BE REPORTED IN WRITING TO THE INSURER. AS A RESULT, THE INSURED MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE UNDERSIGNED TO PURCHASE THE INSURANCE, NOR DOES THE REVIEW OF THIS APPLICATION BIND THE INSURANCE COMPANY TO ISSUE A POLICY.

THE FIRM UNDERSTANDS AND AGREES THIS APPLICATION AND ANY SUPPLEMENTS THERETO SHALL BE INCORPORATED INTO ANY POLICY THAT MAY BE ISSUED AND THE UNDERWRITERS ARE RELYING ON THE TRUTH OF THE STATEMENTS SET FORTH HEREIN IN MAKING A DETERMINATION TO ISSUE ANY POLICY.

THE UNDERSIGNED INDIVIDUAL REPRESENTS THAT HE OR SHE IS DULY AUTHORIZED AND EMPOWERED TO MAKE THIS APPLICATION, INCLUDING THIS REPRESENTATION, ON BEHALF OF THE FIRM OR ANY INDIVIDUAL WHO MAY SEEK COVERAGE UNDER ANY BINDER OR INSURANCE POLICY ISSUED IN RELIANCE HEREON.

**Signatures of:**

President or Chairman: \_\_\_\_\_ Dated: \_\_\_\_\_

Individual responsible for  
Human Resources function: \_\_\_\_\_ Dated: \_\_\_\_\_

## RENEWAL EPL INSURANCE APPLICATION

### I. CORPORATE HISTORY

- Provide details of any changes in the firm's operations in the past year, including mergers/acquisitions, downsizing/layoffs (greater than 10% at any location), new contracts with the Federal Government, or Union participation.

### II. EMPLOYEES

- Total number of employees and independent contractors for the expiring and next year:

Expiring Year						Next Year					
State	Number of Locations by State	Employees				State	Number of Locations by State	Employees			
		# FT	# PT*	# TL	# IC**			# FT	# PT*	# TL	# IC**

\* Defined as employees working less than 32 hours per week/1600 hours per year.

\*\* Independent Contractors are not covered under the basic policy but their use must be reported. If you desire coverage for potential claims by Independent Contractors, please use the Supplemental Insurance Application.

- Breakdown of current Full Time employees by their total cash compensation:

Salary Ranges	# of Employees	% of total
\$30,000 or less per year	_____	_____
\$30,001-\$100,000 per year	_____	_____
Over \$100,000 per year	_____	_____

- Number of Full Time and Part Time employees terminating employment divided by the total at the start of the year (Turnover) for the last year: \_\_\_\_\_%
- Total number of employer-initiated terminations of Full Time and Part Time employees in the last year: \_\_\_\_\_

### III. LOSS HISTORY

- Within the last year, has the firm, inclusive of predecessor firms, or any individual proposed for this insurance:
  - received any employment-related inquiry, complaint or charge from any municipal, state, or federal regulatory authority or any other governmental entity? Y\_\_\_ N\_\_\_
  - had a claim, suit, grievance, or demand been brought against them? Y\_\_\_ N\_\_\_

If yes to either, explain any that has not previously been reported to us.

- Are you aware of any facts, incidents, or circumstances that may result in a claim(s) being made against you? Y\_\_\_ N\_\_\_

If yes, explain.

**FAILURE TO DISCLOSE SUCH KNOWN FACTS, INCIDENTS OR CIRCUMSTANCES HERE WILL VOID THE RENEWED POLICY IN ITS ENTIRETY.**

#### IV. HUMAN RESOURCES FUNCTION

8. a. Who is responsible for the Human Resources or Personnel functions?  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_
- b. Who is designated to handle all employment-related incidents?  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_
9. Have you made any changes to your use of any of the following tests to screen employment applicants, to promote employees, or for the purpose of continuing employment? Y\_\_ N\_\_
- a. Psychological or personality tests: Y\_\_ N\_\_
- b. Drug or alcohol tests: Y\_\_ N\_\_
- c. Pre-employment offer medical tests: Y\_\_ N\_\_

If yes, provide details of test used, how administered and validation documentation.

#### V. INSURANCE INFORMATION

10. Current GL carrier? \_\_\_\_\_  
 Limit of liability \_\_\_\_\_
11. Do you desire any changes to:
- a. limits of liability (per claim / aggregate):  
 \_\_\_\_\_ \$250,000 / \$250,000 \_\_\_\_\_ \$500,000 / \$500,000 \_\_\_\_\_ \$1,000,000 / \$1,000,000
- b. deductible (per claim): \$5,000 (min.) \_\_\_\_\_ \$10,000 \_\_\_\_\_ \$25,000 \_\_\_\_\_
- c. co-insurance (per claim) \_\_\_\_\_ 0% \_\_\_\_\_ 5% \_\_\_\_\_ 10%

#### VI. RISK MANAGEMENT PRACTICES

12. a. Have all your employment-related policies and procedures been reviewed and approved by outside counsel in the past year? Y\_\_ N\_\_  
 If yes, when? \_\_\_\_\_  
 By whom? Firm: \_\_\_\_\_ Attorney: \_\_\_\_\_
- b. Have all recommendations from that review been implemented? Y\_\_ N\_\_  
 If not, explain reason or provide timeframe for implementation.
13. Have you made any changes to your use of, or the content of:
- |   |         |
|---|---------|
| a. an employment application?   | Y__ N__ |
| b. an employment-at-will statement?   | Y__ N__ |
| c. authorization to check references and criminal conviction records?   | Y__ N__ |
| d. signature by job applicants attesting all representations are true?  | Y__ N__ |
| e. an equal employment opportunity statement?   | Y__ N__ |
| f. an employment handbook?  | Y__ N__ |
| g. a written sexual harassment or other harassment policy?  | Y__ N__ |
| h. written internal complaint procedure for discrimination and harassment claims?                             | Y__ N__ |
| i. a progressive disciplinary program?  | Y__ N__ |
| j. posting in places conspicuous to all employees and applicants for employment, all notices required by law? | Y__ N__ |
| k. distribution of information as required by federal law regarding the Family Medical Leave Act?             | Y__ N__ |
14. Do you require that all employment terminations be reviewed by the personnel having human resources responsibilities? Y\_\_ N\_\_
15. Have you informed supervisory personnel in the past year, in writing, of their responsibility to provide you with prompt notice of any claims, incidents or allegations? Y\_\_ N\_\_



## VII. ADDITIONAL INFORMATION

Please attach each of the following, if they have been created or amended in the past year:

- Employee Handbook
- Employee grievance, disciplinary, termination, and out-placement procedures
- Employment Application Form(s)
- Equal Employment Opportunity and Discrimination and Sexual Harassment Policy
- Separation Agreement Form

THE UNDERSIGNED REPRESENTS TO THE BEST OF HIS OR HER BELIEF AND KNOWLEDGE, AFTER REASONABLE INQUIRY AND DUE DILIGENCE, THE STATEMENTS SET FORTH IN THIS APPLICATION AND ANY SUPPLEMENTS THERETO ARE TRUE AND CORRECT.

THE UNDERSIGNED FURTHER DECLARES THAT ANY CLAIM, INCIDENT OR EVENT TAKING PLACE PRIOR TO THE EFFECTIVE DATE OF THE INSURANCE APPLIED FOR WHICH MAY RENDER INACCURATE, UNTRUE, OR INCOMPLETE ANY STATEMENT MADE WILL IMMEDIATELY BE REPORTED IN WRITING TO THE INSURER. AS A RESULT, THE INSURED MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE UNDERSIGNED TO PURCHASE THE INSURANCE, NOR DOES THE REVIEW OF THIS APPLICATION BIND THE INSURANCE COMPANY TO ISSUE A POLICY.

THE FIRM UNDERSTANDS AND AGREES THIS APPLICATION AND ANY SUPPLEMENTS THERETO SHALL BE INCORPORATED INTO ANY POLICY THAT MAY BE ISSUED AND THE UNDERWRITERS ARE RELYING ON THE TRUTH OF THE STATEMENTS SET FORTH HEREIN IN MAKING A DETERMINATION TO ISSUE ANY POLICY.

THE UNDERSIGNED INDIVIDUAL REPRESENTS HE OR SHE IS DULY AUTHORIZED AND EMPOWERED TO MAKE THIS APPLICATION, INCLUDING THIS REPRESENTATION, ON BEHALF OF THE FIRM OR ANY INDIVIDUAL WHO MAY SEEK COVERAGE UNDER ANY BINDER OR INSURANCE POLICY ISSUED IN RELIANCE HEREON.

### Signatures of:

President or Chairman: \_\_\_\_\_ Dated: \_\_\_\_\_

Individual responsible for  
Human Resources function: \_\_\_\_\_

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## SUPPLEMENTAL INSURANCE APPLICATION

To be completed by any applicant with "Yes" responses to questions **3, 4, 5, 8, 11, 12, 14, 16** or **20** on the standard insurance application, or with interest in coverage for Independent Contractors.

- 3.** Description of contracts with Federal Government, including revenue size and any financial assistance.  
Is there an affirmative action plan? Y\_\_\_ N\_\_\_  
If yes, please attach a copy and describe reason for implementing.
- 4-5.** Details of all independent contractor contracts for which you would want coverage under this insurance for claims brought by such contract workers. Include number of workers, type of work, approximate average hours/week and/or months of use, and whether workers are primarily onsite or offsite.
- 8 a.** Details of plant, facility or branch office closings, consolidations, layoffs/staff reductions (greater than 10% of the workforce), mergers or acquisitions within the past 24 months:
- b.** Details on any of the above anticipated in the next 12 months:
- 11. a.** Details of any employment-related inquiry, complaint, charge, from any municipal, state, or federal regulatory authority or any other governmental entity within the last five years: (Provide date, complete description, amount demanded, and amount paid and/or reserved.)
- b.** Details of any claim, suit, grievance, or demand within the last five years: (Provide date, complete description, amount demanded, and amount paid and/or reserved.)
- 12.** Details of any facts, incidents, or circumstances which may result in a claim(s) being made against you:
- 14.** Tests used to screen employment applicants, to promote employees, or for the purpose of continuing employment.  
Describe:  
**a.** type of test;
- b.** how the test is administered, i.e., to all employees or segments of, please detail procedures; and
- c.** Company creating test and validation documentation.
- 16.** Details of canceled Employment Practices Liability Insurance:  
Carrier: \_\_\_\_\_  
Cancellation Date: \_\_\_\_\_  
Reason: \_\_\_\_\_
- 20.** Explain any recommendations made by outside counsel that have not been implemented, and reason why or timeframe to complete.

## MINI EPL INSURANCE APPLICATION

This is a claims-made policy. Defense costs reduce the Limit of Insurance.

### APPLICANT INFORMATION

Name and Address \_\_\_\_\_ Effective Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### Business Type

a. \_\_\_\_ Individual \_\_\_\_ Corporation \_\_\_\_ Limited Liability Corporation \_\_\_\_ Other \_\_\_\_\_  
 b. \_\_\_\_ Franchised Operation \_\_\_\_ Non-franchised Operation

Number of Years in Business: \_\_\_\_\_ SIC Code: \_\_\_\_\_

Describe the business operation: \_\_\_\_\_  
 \_\_\_\_\_

### COVERAGE INFORMATION

Limits Requested (per claim/aggregate)  
 \_\_\_\_ \$250,000/\$250,000 \_\_\_\_ \$500,000/\$500,000 \_\_\_\_ \$1,000,000/\$1,000,000 \_\_\_\_ \$Other \_\_\_\_\_

Deductible Requested \_\_\_\_\_  
 \_\_\_\_ \$5,000 \_\_\_\_ \$10,000 \_\_\_\_ \$Other \_\_\_\_\_

#### Prior Coverage Info:

Prior Insurance Coverage? \_\_\_\_ Yes \_\_\_\_ No  
 Limit \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 If yes, was prior coverage canceled or non-renewed? \_\_\_\_ Yes \_\_\_\_ No Retro Date \_\_\_\_\_

### EMPLOYEES

Number of Employees (if more than two locations, also provide this information for the additional locations)

	Location 1 (list city, state)			Location 2 (list city, state)		
	This Year	Prior Year	2nd Prior	This Year	Prior Year	2nd Prior
Full-Time Employees						
Part-Time Employees						
Temporary Employees						
Leased Workers						
Independent Contractors						

Percentage of employees that are: Salaried \_\_\_\_\_% Non-Salaried \_\_\_\_\_%

Percentage of employees who are union members this year: \_\_\_\_\_%

Percentage of employees by salary range:

Less than \$30,000	_____%
\$30,000 to \$100,000	_____%
over \$100,000	_____%

What was your employee turnover rate for the last 3 years?	This Yr	Prior Yr	2nd Prior
What percent of terminations were employer-initiated for the last 3 years?	_____ %	_____ %	_____ %
	_____ %	_____ %	_____ %

#### PRIOR YEAR HISTORY

Have you had any office, branch, facility or plant closings, consolidations, layoffs or staff reductions (greater than 10% of the workforce), mergers or acquisitions within the last 12 months? ☐ Yes ☐ No

If yes, please describe: \_\_\_\_\_

Do you anticipate any office, branch, facility or plant closings, consolidations, layoffs or staff reductions (greater than 10% of the workforce), mergers or acquisitions within the next 12 months? ☐ Yes ☐ No

If yes, please describe: \_\_\_\_\_

#### RISK MANAGEMENT PRACTICES

Do you use an employment application during your hiring process? If yes, please attach. ☐ Yes ☐ No

Do you have a written anti-harassment or discrimination policy? If yes, please attach. ☐ Yes ☐ No

Do you have a written equal opportunity statement? If yes, please attach. ☐ Yes ☐ No

Do you have a written internal complaint and progressive disciplinary procedure for discrimination and harassment claims? If yes, please attach copies of both. ☐ Yes ☐ No

Do you post in places conspicuous to all employees and applicants for employment all notices required by law? ☐ Yes ☐ No

Have your employment policies and procedures been reviewed and approved by outside counsel? ☐ Yes ☐ No

#### LOSS HISTORY

Has the firm received any employment-related lawsuits, negotiated settlements, grievances, EEOC or other administrative proceedings from any municipal, state or federal regulatory authorities or any other government entities? **If yes, please attach details. If none, write "none" here.** \_\_\_\_\_

Are you aware of any facts or circumstances, which you reasonably believe, may result in employment-related practices claims being made against the applicant? If yes, please attach details. **If none, write "none" here.** \_\_\_\_\_

The applicant understands and agrees that this application, original application, and any supplements thereto are part of the policy, and any successive renewals that may be issued, and that the Insurance Company relies on the truth of the statements set forth herein in making a determination to issue any policy.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

The applicant represents to the best of his or her knowledge and belief that the statements set forth herein are true and include all material information. The applicant further represents that if the information supplied on this application changes between the date of the application and the inception date of the policy period, the applicant will notify the Insurance Company of such change.

The signing of this application does not bind the applicant to accept any insurance offered, nor does the signing of the application bind the insurance company to renew an insurance policy.

	SIGNATURE	DATE (MM/DD/YY)
APPLICANT'S Proprietor, Partner, or Officer		
APPLICANT'S HR Representative		
AGENT		

HOME OFFICE 518 EAST BROAD STREET COLUMBUS OHIO 43215-3976  
TELEPHONE 614-464-5000

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**CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY****DIVIDENDS**

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its By-Laws.

**NOTICE OF POLICYHOLDERS MEETINGS**

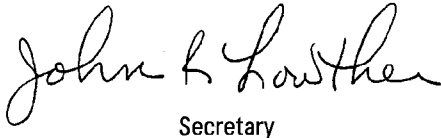
While your policy is in force, you are one of our members and are entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M., Columbus time, on the first Friday of March of each year at our Home Office at 518 East Broad Street, Columbus, Ohio.

**NON-ASSESSABLE**

This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

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IN WITNESS WHEREOF, we have caused this policy to be signed by our Secretary and President at Columbus, Ohio, and countersigned on the Declarations page by an authorized agent of the State Auto Insurance Companies.

  
Secretary

  
President

## EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

THIS INSURANCE PROVIDES CLAIMS MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE.

PLEASE READ THIS COVERAGE CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS, SECTION V AND ANY OTHER APPLICABLE COVERAGE CONDITIONS.

We have issued this Policy based upon your application for this insurance, which is attached to and becomes a part of this policy. That application is a representation of the correctness of the information based upon which we have issued this Policy.

Throughout this Coverage, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

All words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII - DEFINITIONS**.

### SECTION I - COVERAGE

In consideration of the payment of premium and subject to the Limits of Insurance shown in **Item 4** of the Declarations and all the definitions, exclusions, terms and conditions of this insurance, we agree with you as follows:

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured for "damages" in excess of the Deductible arising out of any "employment practices" to which this insurance applies.  
We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in paragraph 2. below.
- b. This insurance applies to such "damages" only if:
  - (1) The "damages" result from "claims" made by "employees", "leased workers", "temporary workers", former "employees" or applicants for employment by you;
  - (2) The "employment practices" take place in the "coverage territory";
  - (3) Such "employment practices" occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and
  - (4) A "claim" is both:
    - (a) First made against any insured, in accordance with paragraph c. below, during the policy period or any Extended Reporting Period we provide under **SECTION VI - EXTENDED REPORTING PERIODS**; and
    - (b) Reported to us either (i) during the policy period or within sixty (60) days thereafter; or (ii) with respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VI - EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.
- c. A "claim" will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by you or by us, whichever comes first; or
  - (2) When we make settlement in accordance with paragraph 2.a.(2) below.
- d. All "claims" for "damages" based on or arising out of:
  - (1) One "employment practice"; or
  - (2) An "interrelated" series of "employment practices";by one or more insureds shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.  
Each payment we make for "damages" or "defense expense" reduces the Amount of Insurance available, as provided under **SECTION III - LIMITS OF INSURANCE**.

#### 2. Defense of Claims, Administrative Hearings & Settlement Authority

Subject to the limits of insurance, deductible, conditions, exclusions, definitions, and other terms of this Coverage:

- a. We have the right and duty to defend "claims" against the insured seeking "damages" to which this in-



insurance applies and to pay for related, "defense expense". However, we have no duty to (i) defend "claims" against the insured seeking "damages"; or (ii) pay for related "defense expense", when this insurance does not apply. We may, at our sole discretion:

- (1) Investigate any "employment practice" that may result in "damages"; and
- (2) Settle any "claim" which may result, provided:

- (a) We have the insured's written consent to settle; and
- (b) The settlement is within the applicable Limit of Insurance available.

- (3) Our liability will be limited as described below if:

- (a) The insured refuses to consent to any settlement we recommend, and
- (b) Such recommended settlement is acceptable to the claimant.

After such refusal, our liability under this Coverage for such "claim" shall not exceed the amount we would have paid for "damages" and "defense expense" if the insured had consented to our settlement recommendation. The insured shall thereafter be responsible for the negotiation and defense of that "claim" at their own cost and without our involvement.

- b. Our right and duty to defend such "claims" ends when we have used up the Limit of Insurance available, as provided under **SECTION III - LIMITS OF INSURANCE**. This applies both to "claims" pending at that time and any that may be made.

- c. (1) When we control defense of a "claim", we will pay associated "defense expense" and choose legal counsel selected to deal with "employment practices" "claims".

If you give us a specific written request at the time a "claim" is first made:

- (a) You or any involved insured may agree to be represented by one of our employment law attorneys; or
- (b) You or such insured may ask us to consider the approval of a defense attorney of your or that insured's choice who is not one of our employment law attorneys.

We will then use the attorney selected in (a) above, or consider the request in (b) above, if, in our sole judgment, we deem it appropriate to engage counsel for such "claim".

- (2) If by mutual agreement or court order the insured assumes control of the defense before the applicable Limit of Insurance is used up, the insured will be allowed to select defense counsel and we will reimburse the insured for reasonable "defense expense". You and any involved insured must continue to comply with **SECTION V - CONDITIONS, 4. Duties in Event of "Employment Practices" or "Claims"**. Additionally, you or such insured must direct defense counsel to:

- (a) Furnish us with the additional information we request to evaluate the "employment practices" or "claim"; and
- (b) Cooperate with any counsel we may select to monitor or associate in the defense of the "employment practices" or "claim".

If we defend any insured under a reservation of rights, both such insured's counsel and our counsel will be required to maintain records pertinent to "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you or any insured may be solely responsible, including defense of an allegation not covered by this insurance.

We will notify you in writing when the applicable limit of insurance has been used-up by the payment of judgments, settlements, or "defense expense". We will also initiate and cooperate in the transfer of defense of any "claim" to an appropriate insured for whom the duty to defend has ended by reason of **SECTION I - paragraph 2.b.** above.

- d. Upon notice to us and with our prior approval, the first Named Insured is authorized to act on behalf of all insureds with respect to the payment of "damages" in settlement of any Administrative Hearing or other non-judicial proceeding before the Federal Equal Employment Opportunity Commission, or any similar Federal, state or local body or commission. This authorization is limited to (i) "damages" covered by this Coverage; together with (ii) "defense expenses", as defined in paragraph 5.d. in **SECTION VII - DEFINITIONS**, in a total amount not to exceed two times the amount of the Deductible stated in the Declarations.

### 3. Exclusions

This insurance does not apply to "claims" based on, arising out of, or in any way involving:

- a. (1) "Employment practices" which were the subject of any demand, suit or other proceeding which was initiated against any insured; or
- (2) Facts and circumstances which would cause a reasonable person to believe a "claim" would be made and which were known to any insured;

prior to the effective date of the earlier of (i) the first Coverage of this type that we issued to you of which this Coverage was an uninterrupted renewal of this type of coverage; or (ii) this Coverage.

- b. Loss of any benefit conferred or loss of any obligation imposed under an express contract of employment.
- c. Any obligation to pay "damages" by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

- d. Liability arising under any of the following laws:
- (1) Any workers compensation, disability benefits or unemployment compensation law, or any similar law, provided however, this exclusion shall not apply to any "claim" based upon, arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such law;
  - (2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (ERISA) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws;
  - (3) The Fair Labor Standards Act, or any state or common law wage or hour law, including, but not limited to laws governing minimum wages, hours worked, overtime compensation, and including any recordkeeping and reporting related thereto. This exclusion includes actions or claims brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement, or other affirmative relief or compensation, but does not include claims based on the Equal Pay Act, or retaliation; or
  - (4) The National Labor Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-379), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act.
- This exclusion d.(1) - (4) also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".
- e. Oral or written publication of material, if such material:
- (1) Was published by or at the direction of the insured with knowledge of the material's falsity; or
  - (2) Was first published before the Retroactive Date, if any, shown in the Declarations.
- f. Dishonest, criminal or fraudulent acts of the insured or the willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to "employment practices".
- Willful, as used in this exclusion f., means acting with intentional or reckless disregard for such employment related laws, orders or regulations.
- The enforcement of this exclusion against any insured shall not be imputed to any other insured.
- g. "Bodily injury".
- h. "Employment practices" which occur when or after:
- (1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
  - (2) Any other business entity acquires an ownership interest in you, which is greater than fifty percent.
- i. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.
- j. Lockout, strike, picket line, related worker replacements or other similar actions resulting from labor disputes or labor negotiations.

## SECTION II - WHO IS AN INSURED

1. For purposes of this insurance, if you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your current or former members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your current or former members are also insureds, but only with respect to the conduct of your business. Your current or former managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership or joint venture, you are an insured. Your current or former directors are insureds, but only with respect to their duties as your directors.
2. Your current or former "employees" are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
3. Any heirs, executors, administrators, assignees or legal representatives of any individual insured in subparagraphs 1.a., 1.b. and 2. above, in the event of the death, bankruptcy or incapacity of such insured, shall be insureds, but only to the extent this insurance would have been available to such insured but for their death, bankruptcy or incapacity.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to any "employment practices" that occurred before you acquired or formed the organization; and
- c. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This paragraph 4. does not apply to any organization after it is shown in the Declarations.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Amount of Insurance stated as Aggregate Limit on the Coverage Declarations is the most we will pay for the sum of:
  - a. "Damages" for all "claims" arising out of any actual or alleged "employment practices" covered by this insurance; and
  - b. "Defense expense" for all "claims" seeking "damages" payable under paragraph a. above.Each payment we make for such "damages" or "defense expenses" reduces the Aggregate Limit by the amount of the payment.  
This reduced limit will then be the Amount of Insurance available for further "damages" and "defense expenses" under this Coverage.
2. Subject to paragraph 1. above, the Amount of Insurance stated as the Each "Claim" Limit of Insurance is the most we will pay in excess of the Deductible as further described in **SECTION IV - DEDUCTIBLE** for the sum of:
  - a. "Damages" for injury arising from "employment practices" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and
  - b. "Defense expense" associated with that specific "claim" in item 2.a. immediately preceding.
3. In addition to the payments for "damages" and "defense expense" in paragraphs 1. and 2. above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs 1. and 2. above.

The Limits of Insurance of this Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - DEDUCTIBLE

1. A deductible applies to all "damages" for injury arising from "employment practices" and any "defense expense" however caused.
2. Our obligation under this Employment Practices Liability Insurance to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expense" for any one "claim" which are in excess of the deductible amount stated in **Item 5** of the Declarations.
3. Your obligation is to pay the deductible applicable to each "claim" made against this insurance. That deductible applies to the sum of all "damages" because of injury arising from "employment practices" paid for any one "claim" and applicable "defense expense" associated therewith. If there should be no "damages" paid for a "claim", you are still obligated to pay the applicable deductible for any "defense expense" incurred by us in connection with that "claim".
4. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:
  - a. Our right and duty to defend any "claims" seeking those "damages"; and
  - b. Your and any involved insured's duties in the event of a "claim".
5. We may pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for "damages" or "defense expense".
6. The application of the deductible does not reduce the applicable Limits of Insurance.

### SECTION V - CONDITIONS

#### 1. Bankruptcy

Subject to exclusion h.(1), the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

#### 2. Cancellation

The policy shall terminate at the earliest of the following:

- a. The effective date of cancellation stated in a written notice of cancellation from us to you if the policy is cancelled for failure to pay a premium when due provided such notice is mailed to you at least ten (10) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period". Any earned premium shall be computed in accordance with the customary short rate table and procedure;
- b. The effective date of cancellation stated in a written notice of termination from us to you if the policy is cancelled for any reason other than nonpayment of premium, provided such notice is mailed to you at least sixty (60) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period". Any earned premium shall be computed pro rata;
- c. Upon receipt by us of the policy surrendered by you. Any earned premium shall be computed in accordance with the customary short rate table and procedure;
- d. Upon transmittal to us of written notice of termination from you stating when thereafter such termination shall be effective. Any earned premium shall be computed in accordance with the customary short rate table and procedure; or
- e. Upon expiration of the Policy Period as set forth in the Declarations.

### 3. Changes

This Coverage contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Coverage with our consent. This Coverage's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage.

### 4. Duties in the Event of "Employment Practices" or "Claims"

- a. You must see to it that we are notified as soon as practicable of any specific "employment practices" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's representative, or as the result of specifically identifiable injury sustained by a potential claimant. Notices of "employment practices" should include the following detailed information:

- (1) How, when and where such "employment practices" took place;
- (2) The names and addresses of any potential claimants and witnesses; and
- (3) The nature of any injury arising out of such "employment practices".

Notice of such "employment practices" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising out of such "employment practices" as described in the Basic Extended Reporting Period of **SECTION VI - EXTENDED REPORTING PERIODS**.

- b. If a "claim" is received by any insured:

- (1) You must immediately record the specifics of the "claim" and the date received;
- (2) You and any other involved insured must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:
  - (a) During the policy period or within sixty (60) days thereafter; or
  - (b) With respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VI - EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.

As a condition precedent for coverage under this insurance, notice of a "claim" must include the detailed information required in paragraphs **4.a.(1), (2) and (3)**; and

- (3) You and any other involved insured must:
  - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - (b) Authorize us to obtain records and other information;
  - (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
  - (d) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.

- c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent, other than those specific payments authorized under paragraph **2.d.** of **Defense of Claims, Administrative Hearings & Settlement Authority**, in **SECTION I - COVERAGE**.

### 5. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this insurance at any time during the policy period and up to three years thereafter.

### 6. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the employment conditions we find; and
- c. Recommend procedures, guidelines and changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of, or lawful practices towards your workers or the public. We do not warrant that conditions:

- (i) Are safe or healthful; or
- (ii) Comply with laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations on our behalf.

**7. Legal Action Against Us**

No person or organization has a right under this Coverage:

- a. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
- b. To sue us on this Coverage unless all of its terms have been fully complied with.

Any person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this Coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**8. Other Insurance**

If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this Coverage, our obligations are limited as follows:

- a. As this insurance is primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.
- b. If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits.

Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**9. Payment of Premiums and Deductibles**

- a. We will compute all premiums for this insurance in accordance with our rules and rates; and
- b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and deductibles due and will be the payee for any return premiums we pay.

**10. Representations**

By accepting this Coverage you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us in your application for this insurance. That application is attached to and incorporated into this Coverage and forms the basis of our obligations under this insurance; and
- c. Since we have issued this Coverage in reliance upon your representations, this insurance is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

**11. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

**12. Sole Agent**

The first Named Insured is authorized to act on behalf of all insureds as respects the giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this Coverage.

**13. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will sue those responsible or transfer those rights to us and help us enforce them.

**14. Transfer of Your Rights and Duties Under This Coverage**

Your rights and duties under this Coverage may not be transferred without our written consent.

**15. When We Do Not Renew**

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide Extended Reporting Periods, as described below, if:
  - a. This Coverage is cancelled or not renewed; or
  - b. We renew or replace this Coverage with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Declarations; or
    - (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "employment practices" committed after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance. This period starts with the end of the policy period and lasts for:
  - a. Five years with respect to "claims" arising out of "employment practices" which had been properly reported to us during the policy period in accordance with paragraph 4.a. of **Duties in the Event of "Employment Practices" or "Claims"**, in **SECTION V - CONDITIONS**; and
  - b. Sixty-days with respect to "claims" arising from "employment practices" not previously reported to us.The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period of either twelve (12) or thirty-six (36) months duration is available, but only by endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period set forth in paragraph 4.b. above ends. You must give us a written request for the endorsement, and its length, within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of Insurance available under this Coverage for future payment of "damages" or "defense expense"; and
  - d. Other related factors.The additional premium will not exceed 200% of the annual premium for this Coverage.
5. The Supplemental Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this **SECTION VI - EXTENDED REPORTING PERIODS**, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

## SECTION VII - DEFINITIONS

1. **"Bodily injury"** means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time. "Bodily injury" does not include mental anguish that results from an "employment practice".
2. **"Claim"** means written or oral notice presented by:
  - a. Any "employee," "leased worker," "temporary worker", former "employee" or applicant for employment by you; or
  - b. The EEOC or any other federal, state or local administrative or regulatory agency on behalf of a person described in paragraph 2.a. above, alleging that the insured is responsible for "damages" as a result of injury arising out of any "employment practices"."Claim" includes any civil proceeding in which either "damages" are alleged or fact finding will take place, when either is the result of any "employment practice" to which this insurance applies. This includes:
  - (i) An arbitration proceeding in which such "damages" are claimed and to which the insured submits with our consent;
  - (ii) Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
  - (iii) Any administrative proceedings as established under federal, state or local laws applicable to "employment practices" covered under this insurance.
3. **"Coverage territory"** means:
  - a. The United States of America (including its territories and possessions) and Puerto Rico; or
  - b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in paragraph 3.a. above, while he or she is away for a short time on your business, provided that the insured's responsibility to pay "damages" is determined in a suit on the merits (or any

type of civil proceeding described under the definition of "claim") in and under the substantive law of the United States of America (including its territories and possessions) or Puerto Rico.

4. **"Damages"** means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing. "Damages" include (i) "pre-judgment interest" awarded against the insured on that part of the judgment we pay; (ii) any portion of a judgment or award, to the extent allowed by law, that represents a multiple of the compensatory amounts, punitive or exemplary damages; and (iii) statutory attorney fees. "Damages" do not include:
  - a. Civil, criminal, administrative or other fines or penalties;
  - b. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money; or
  - c. Judgments or awards because of acts deemed uninsurable by law.
5. **"Defense expense"** means payments allocated to a specific "claim" for its investigation, settlement, or defense, including:
  - a. Attorney fees and all other litigation expenses.
  - b. The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available. We do not have to furnish these bonds.
  - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. Costs taxed against the insured in the "claim"."Defense expense" does not include:
  - a. Salaries and expenses of our employees or your "employees", other than:
    - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; and
    - (2) The expenses described in paragraph d. above; and
  - b. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **SECTION III - LIMITS OF INSURANCE.**
6. **"Employee"** means a person (i) employed by you for wages or salary; or (ii) who is a current or former member of your board of directors. But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".
7. **"Employment Practices"** means any of the following actual or alleged practices (i) which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you; and (ii) for which remedy is sought under any federal, state or local statutory or common civil employment law:
  - a. Wrongful refusal to employ a qualified applicant for employment;
  - b. Wrongful failure to promote, or wrongful deprivation of career opportunity;
  - c. Wrongful demotion, evaluation, reassignment or discipline;
  - d. Wrongful termination of employment, including retaliatory or constructive discharge;
  - e. Employment related misrepresentation;
  - f. Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state, or local statute; or
  - g. Oral or written publication of material that slanders, defames or libels, or violates or invades a right of privacy.
8. **"Interrelated"** means having as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
9. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. **"Pre-judgment interest"** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
11. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

## EMPLOYMENT PRACTICE LIABILITY DECLARATIONS

### EMPLOYMENT PRACTICES LIMITS OF INSURANCE

**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Aggregate Limit \$250,000

Each Claim Limit \$250,000

Deductible Amount Applicable To Each Claim \$5,000

Employment Practices Coverage does not apply to "wrongful acts" which occur before the retroactive date shown here: 01/01/2008

CLASS CODE	CLASSIFICATION DESCRIPTION
24055	Employment Practices Liability Insurance

PREMIUM BASIS	PER	ADVANCE PREMIUM
5 Units	1	\$368
Additional For Coverage Minimum Premium		\$132

### PREMIUM

Total Advance Premium (Subject To Audit): \$500



**FORMS AND ENDORSEMENTS**  
**APPLICABLE TO THE EMPLOYMENT PRACTICE LIABILITY COVERAGE**

<b>NEW</b>	<b>FORM OR ENDORSEMENT AND EDITION DATE</b>	<b>ENDORSEMENT TITLE</b> <b>(Only the endorsement titles are shown below, please review the form for a complete description of coverage.)</b>
*	SI 10 08 01 07	State Auto Mutual Conditions
*	EP 00 01 01 07	Employment Practices Liability Insurance Coverage
*	SL 21 72 12 02	Nuclear, Biological or Chemical Terrorism Exclusion
*	SL 21 76 11 02	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
*	SL 21 87 01 07	Conditional Exclusion of Terrorism
*	PN 00 83 01 07	Notice of Terrorism Insurance Coverage
*	EP 01 16 01 07	Kentucky Changes - Cancellation and Nonrenewal



EPL 0674926 00

## EMPLOYMENT PRACTICES LIABILITY POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: <b>DEANNA TEST MIN PREM</b> <b>100 NORTH 10TH AVE</b> <b>LOUISVILLE, KY 55555</b>		AGENT NAME AND ADDRESS: <b>INSURANCE SERVICES AGENCY</b> <b>518 E BROAD ST</b> <b>COLUMBUS, OH 43215</b>	
POLICY PERIOD: <b>From: 01/01/2008 To: 01/01/2009</b>		AGENT TELEPHONE NUMBER: <b>(614) 464-5150</b>	AGT. NO. <b>0004045</b>
COVERAGE PROVIDED BY: <b>State Auto Property and Casualty Insurance Co.</b>		A STATE AUTO INSURED SINCE: <b>2008</b>	
AUDITABLE POLICY: <b>No</b>	POLICY STATUS: <b>New Business</b>	AFTER-HOURS CLAIMS SERVICE: <b>800-766-1853 or www.stateauto.com</b>	

The coverage and these declarations are effective 12:01 AM Standard Time on **01/01/2008** at the above mailing address.

BUSINESS ENTITY TYPE: <b>Individual</b>	BILLING ACCOUNT NUMBER: <b>AC00004045</b>	BILLING QUESTIONS? <b>(614) 464-5150</b>
BUSINESS DESCRIPTION: <b>Testing Epli 0203</b>		

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

### PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

SELF-CONTAINED POLICIES	PREMIUMS
Employment Practices Liability Policy	\$500.00
Kentucky Municipal Tax	\$34.50
Kentucky 1.5% surcharge applies.	\$7.50
POLICY TOTAL AT INCEPTION	\$542.00

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
 (Date) (Authorized Representative)

Issue Date 05/01/2008

10:48:17 PM

SL 50 13 (02/08) Page 001 of 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### Employment Practices Liability Insurance Coverage

- A. Paragraph 2. of Section V-Conditions is replaced by the following:
- 2.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b. We will refund the pro rata unearned premium if the policy is:
    - (1) Cancelled by us or at our request;
    - (2) Cancelled but rewritten with us or in our company group;
    - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
  - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than the Policy Writing Minimum Premium, except when a policy is cancelled as of the inception date.
- B. The following is added to the Cancellation Condition:
- f. **Cancellation Of Policies In Effect More Than 60 Days**
    - a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
      - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
      - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
      - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
      - (6) A material violation of a material provision of the policy.
    - b. Subject to Paragraph 2.c., if we cancel for:
      - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
      - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- C. Paragraph 15 of Section V-Conditions is replaced by the following:
- NONRENEWAL**
- a. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
    - 1. Its expiration date; or
    - 2. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal. The provisions of this Paragraph 1. do not apply to any mortgageholder.
  - b. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

<i>SERFF Tracking Number:</i>	<i>SAMM-125495310</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>State Auto Property and Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>SAC-GL-2008-74</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>EPLI Forms 2008</i>		
<i>Project Name/Number:</i>	<i>EPLI Forms 2008/SAC-GL-2008-74</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SAMM-125495310 State: Arkansas  
First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...  
Company Tracking Number: SAC-GL-2008-74  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: EPLI Forms 2008  
Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty  
**Review Status:** Approved 03/27/2008  
**Comments:**  
**Attachment:**  
2007 pc trans.pdf

**Satisfied -Name:** Additional Supporting  
Documentation  
**Review Status:** Approved 03/27/2008  
**Comments:**  
**Attachments:**  
Cover Letter.pdf  
EPLI Forms List - Arkansas.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	STATE AUTO INSURANCE COMPANIES				<b>Group NAIC #</b>	175
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
State Automobile Mutual Ins. Co.	OH	25135	31-4316080			
State Auto Property & Casualty Ins Co	IA	25127	57-6010814			

<b>5. Company Tracking Number</b>	<b>SAC-GL-2008-74</b>
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Francine Williams 518 East Broad Street Columbus, OH 43215	State Regulatory Analyst I	800-444-9950 Ext. 5933	614-887-1583	<a href="mailto:Francine.Williams@StateAuto.com">Francine.Williams@StateAuto.com</a>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Francine Williams		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability – Occ/Claims Made			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0001 Commercial General Liability			
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>	General Liability			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	06/15/2008	Renewal:	06/15/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	03/17/2008			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>SAC-GL-2008-74</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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**Background:**

Our original Employment Practices Liability filing, which is our current filing, was done in 1996 for most states; as we became active in new states, we made our filings at the time of entry. We have not, to this date, made any subsequent rate, rule or form filings. This program is supported by a reinsurance carrier who also supports most regional carrier's employment practices liability programs. As a result, with more data about risk types and losses, we are able to update our policy forms and adopt a newer rating methodology.

**Summary of Proposed Changes**

Since offering employment practices liability in 1996, we have written only 36 policies in total among all of our operating states. We would like to update our coverage form and rates to be responsive to our commercial insureds and provide more of this valuable coverage.

We estimate the impact of this filing on our current EPLI policyholders to be -24.3%, and on our overall General Liability book of business to be 0%.

**Forms:** The proposed forms do not reflect dramatic changes, but rather updates due to references to current employment law. The form remains a claims-made, defense within limit form. Reference to a coinsurance provision has been eliminated, and a provision requiring consent from the insured to settle has been added. This consent to settle provision is common in professional and directors and officers coverage as well as the employment practices liability forms in the marketplace. The state amendatory endorsement has also been updated, where applicable, to reflect the current requirements of the state.

Please see Exhibit I for forms details.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> <b>Check #: N/A-EFT</b>  <b>Amount: \$50.00</b> </div> <div> <b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b> </div>	

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>SAC-GL-2008-74</b>
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Employment Practices Liability Insurance Policy	EP 00 01 01 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-100 07 96	
02	Supplemental Extended Reporting Period Endorsement (12 mos.)	EP 03 30 05 05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-145 12 96	
03	Supplemental Extended Reporting Period Endorsement (36 mos.)	EP 03 31 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion – Class Action Suit(s)	EP 21 01 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion – Reorganization, Downsizing and Plant Closing	EP 21 02 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Exclusion – Specific Organization(s)	EP 21 03 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Known Incident Exclusion – Specific Incident	EP 21 04 05 05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-142 11 96	
08	Known Incident Exclusion – Named Individual	EP 21 05 05 05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-143 11 96	
09	Known Incident Exclusion – Named Event	EP 21 06 05 05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-144 11 96	
10	Amendment of Coverage – Injury to Independent Contractors	EP 24 02 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Amendment of Coverage – Failure to Grant Tenure	EP 24 03 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Amendment: Duties in Event of “Employment Practices” or “Claims”	EP 24 04 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Amendment of Coverage – Failure to Grant Partnership	EP 24 06 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Prior Acts Coverage Endorsement	EP 24 10 10 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Employment Practices Liability Insurance Application	EP 40 00 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Employment Practices Liability Insurance Renewal Application	EP 40 01 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



17	Employment Practices Liability Insurance Supplement Application	EP 40 02 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Employment Practices Liability Insurance Mini Application	EP 40 03 05 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Common Policy Jacket	SI 10 08 01 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-102 07 96	
20	Employment Practices Liability Insurance Coverage Declarations	SL 50 12 02 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-101 07 96	
21	Employment Practices Liability Insurance Policy Declarations	SL 50 13 02 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-101 07 96	
22	Arkansas Changes – Cancellation and Nonrenewal	EP 01 03 01 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EP-106 11 96	

PC FFS-1



CORPORATE HEADQUARTERS  
518 East Broad Street  
Columbus, Ohio 43215  
(614) 464-5000  
<http://www.stateauto.com>

Arkansas Insurance Department

March 17, 2008

RE: SAMM – 125495310  
STATE AUTO INSURANCE COMPANIES, GROUP FILING ID # SAC-GL-2008-74  
- State Automobile Mutual Insurance Company, NAIC #25135, FEIN # 31-4316080  
- State Auto Property & Casualty Insurance Company, NAIC # 25127, FEIN # 57-6010814

General Liability – Employment Practices Liability Insurance Forms Revisions

**Background:**

Our original Employment Practices Liability filing, which is our current filing, was done in 1996 for most states; as we became active in new states, we made our filings at the time of entry. We have not, to this date, made any subsequent rate, rule or form filings. This program is supported by a reinsurance carrier who also supports most regional carrier's employment practices liability programs. As a result, with more data about risk types and losses, we are able to update our policy forms and adopt a newer rating methodology.

**Summary of Proposed Changes**

Since offering employment practices liability in 1996, we have written only 36 policies in total among all of our operating states. We would like to update our coverage form and rates to be responsive to our commercial insureds and provide more of this valuable coverage.

We estimate the impact of this filing on our current EPLI policyholders to be -24.3%, and on our overall General Liability book of business to be 0%.

**Forms:** The proposed forms do not reflect dramatic changes, but rather updates due to references to current employment law. The form remains a claims-made, defense within limit form. Reference to a coinsurance provision has been eliminated, and a provision requiring consent from the insured to settle has been added. This consent to settle provision is common in professional and directors and officers coverage as well as the employment practices liability forms in the marketplace. The state amendatory endorsement has also been updated, where applicable, to reflect the current requirements of the state.

Please see Exhibit I for forms details.

The required Departmental Forms and a copy of State Auto endorsements are attached.

If you have any questions, feel free to contact me.

Your earliest consideration and approval of this filing to be effective June 15, 2008 for new and renewal business will be very much appreciated.

Yours truly,

Francine Williams, AIS  
State Regulatory Analyst I  
800-444-9950 Ext. 5933  
[Francine.Williams@StateAuto.com](mailto:Francine.Williams@StateAuto.com)

### Countrywide Employment Practices Liability Insurance Forms and Endorsements

Form	Description	Replaces
EP 00 01 01 07	Employment Practices Liability Insurance Policy	EP-100 07 96
EP 03 30 05 05	Supplemental Extended Reporting Period Endorsement (12 months)	EP-140 11 96
EP 03 31 05 05	Supplemental Extended Reporting Period Endorsement (36 months)	EP 141 11 96
EP 21 02 05 05	Exclusion – Reorganization, Downsizing and Plant Closing	New
EP 21 03 05 05	Exclusion – Specific Organization(s)	New
EP 21 04 05 05	Known Incident Exclusion – Specific Incident	EP-142 11 96
EP 21 05 05 05	Known Incident Exclusion – Named Individual	EP-143 11 96
EP 21 06 05 05	Known Incident Exclusion – Named Event	EP-144 11 96
EP 24 02 05 05	Amendment of Coverage – Injury to Independent Contractors	New
EP 24 03 05 05	Amendment of Coverage – Failure to Grant Tenure	New
EP 24 04 05 05	Amendment: Duties in Event of “Employment Practices” or “Claims”	New
EP 24 06 05 05	Amendment of Coverage – Failure to Grant Partnership	New
EP 24 10 10 06	Prior Acts Coverage Endorsement	New
EP 40 00 05 06	Employment Practices Liability Insurance Application	EP-1 07 96
EP 40 01 05 06	Employment Practices Liability Insurance Renewal Application	EP-1 07 96
EP 40 02 05 06	Employment Practices Liability Insurance Supplement Application	EP-1 09 06
EP 40 03 05 06	Employment Practices Liability Insurance Mini Application	New
SI 10 08 0107	Common Policy Jacket	EP-102 07 96
SL 50 12 02 08	Employment Practices Liability Insurance Coverage Declarations (Applicable on Stand-A-Lone Policy Only)	EP-101 07 96
SL 50 13 02 08	Employment Practices Liability Insurance Policy Declarations (Applicable on Stand-A-Lone Policy Only)	EP-101-07 96

### State Specific Employment Practices Liability Insurance Forms and Endorsements

Form	Description	Replaces
EP 01 03 01 07	Arkansas Changes – Cancellation and Nonrenewal	EP - 106 11 96

SERFF Tracking Number: SAMM-125495310 State: Arkansas

First Filing Company: State Auto Property and Casualty Insurance State Tracking Number: EFT \$50  
Company, ...

Company Tracking Number: SAC-GL-2008-74

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: EPLI Forms 2008

Project Name/Number: EPLI Forms 2008/SAC-GL-2008-74

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Additional Supporting Documentation	03/04/2008	Cover Letter.pdf Exhibit I - Arkansas.pdf
No original date	Form	Exclusion - Class Action Suit(s)	03/04/2008	EP 21 01 05 05.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - CLASS ACTION SUIT(S)**

This endorsement modifies insurance provided under the following:

**EMPLOYMENT PRACTICES LIABILITY INSURANCE**

This insurance does not apply to "claims" filed or amended to be filed as a class action suit.



CORPORATE HEADQUARTERS  
518 East Broad Street  
Columbus, Ohio 43215  
(614) 464-5000  
<http://www.stateauto.com>

Arkansas Insurance Department

March 17, 2008

RE: SAMM – 125495310  
STATE AUTO INSURANCE COMPANIES, GROUP FILING ID # SAC-GL-2008-74  
- State Automobile Mutual Insurance Company, NAIC #25135, FEIN # 31-4316080  
- State Auto Property & Casualty Insurance Company, NAIC # 25127, FEIN # 57-6010814

General Liability – Employment Practices Liability Insurance Forms Revisions

**Background:**

Our original Employment Practices Liability filing, which is our current filing, was done in 1996 for most states; as we became active in new states, we made our filings at the time of entry. We have not, to this date, made any subsequent rate, rule or form filings. This program is supported by a reinsurance carrier who also supports most regional carrier's employment practices liability programs. As a result, with more data about risk types and losses, we are able to update our policy forms and adopt a newer rating methodology.

**Summary of Proposed Changes**

Since offering employment practices liability in 1996, we have written only 36 policies in total among all of our operating states. We would like to update our coverage form and rates to be responsive to our commercial insureds and provide more of this valuable coverage.

We estimate the impact of this filing on our current EPLI policyholders to be -24.3%, and on our overall General Liability book of business to be 0%.

**Forms:** The proposed forms do not reflect dramatic changes, but rather updates due to references to current employment law. The form remains a claims-made, defense within limit form. Reference to a coinsurance provision has been eliminated, and a provision requiring consent from the insured to settle has been added. This consent to settle provision is common in professional and directors and officers coverage as well as the employment practices liability forms in the marketplace. The state amendatory endorsement has also been updated, where applicable, to reflect the current requirements of the state.

Please see Exhibit I for forms details.

The required Departmental Forms and a copy of State Auto endorsements are attached.

If you have any questions, feel free to contact me.

Your earliest consideration and approval of this filing to be effective June 15, 2008 for new and renewal business will be very much appreciated.

Yours truly,

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### Countrywide Employment Practices Liability Insurance Forms and Endorsements

Form	Description	Replaces
EP 00 01 01 07	Employment Practices Liability Insurance Policy	EP-100 07 96
EP 03 30 05 05	Supplemental Extended Reporting Period Endorsement (12 months)	EP-145 12 96
EP 03 31 05 05	Supplemental Extended Reporting Period Endorsement (36 months)	New
EP 21 01 05 05	Exclusion – Class Action Suit(s)	New
EP 21 02 05 05	Exclusion – Reorganization, Downsizing and Plant Closing	New
EP 21 03 05 05	Exclusion – Specific Organization(s)	New
EP 21 04 05 05	Known Incident Exclusion – Specific Incident	EP-142 11 96
EP 21 05 05 05	Known Incident Exclusion – Named Individual	EP-143 11 96
EP 21 06 05 05	Known Incident Exclusion – Named Event	EP-144 11 96
EP 24 02 05 05	Amendment of Coverage – Injury to Independent Contractors	New
EP 24 03 05 05	Amendment of Coverage – Failure to Grant Tenure	New
EP 24 04 05 05	Amendment: Duties in Event of “Employment Practices” or “Claims”	New
EP 24 06 05 05	Amendment of Coverage – Failure to Grant Partnership	New
EP 24 10 10 06	Prior Acts Coverage Endorsement	New
EP 40 00 05 06	Employment Practices Liability Insurance Application	New
EP 40 01 05 06	Employment Practices Liability Insurance Renewal Application	New
EP 40 02 05 06	Employment Practices Liability Insurance Supplement Application	New
EP 40 03 05 06	Employment Practices Liability Insurance Mini Application	New
SI 10 08 0107	Common Policy Jacket	EP-102 07 96
SL 50 12 02 08	Employment Practices Liability Insurance Coverage Declarations (Applicable on Stand-A-Lone Policy Only)	EP-101 07 96
SL 50 13 02 08	Employment Practices Liability Insurance Policy Declarations (Applicable on Stand-A-Lone Policy Only)	EP-101 07 96

### State Specific Employment Practices Liability Insurance Forms and Endorsements

Form	Description	Replaces
EP 01 03 01 07	Arkansas Changes – Cancellation and Nonrenewal	EP-106 11 96